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| PARK, JEONG S  |             |                      |                           |                  |
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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### Office Action Summary

**Application No.**

10/763,135

**Applicant(s)**

DAN ET AL.

**Examiner**

Jeong S. Park

**Art Unit**

2454

**Period for Reply** -- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 08 April 2011.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 35, 38-42, 44-52, 54, 58-62 and 64-68 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 35, 38-42, 44-52, 54, 58-62, and 64-68 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-946)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

## **DETAILED ACTION**

### ***Continued Examination Under 37 CFR 1.114***

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 4/8/2011 has been entered.
2. This communication is in response to Application No. 10/763,135 filed on 22 January 2004. The amendment presented on 4/8/2011, which cancels claims 36 and 63, amends claims 35, 38, 44, 45, 47, 49-52, 54, and 58-62, and adds claims 64-68, is hereby acknowledged. Claims 35, 38-42, 44-52, 54, 58-62, and 64-68 have been examined.

### ***Claim Rejections - 35 USC § 101***

3. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

4. Claim 62 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Claim 62 is drawn toward an article of manufacture comprising computer usable medium having computer readable program code embodied. The computer usable medium is broad enough to be interpreted as a signal. The examiner suggests replacing the computer usable medium with a non-transitory computer usable medium in the claims as well as in the specification.

Correction is required.

***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 35, 45-48, 54, 64 and 68 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661).

Regarding claim 64, Fellenstein teaches as follows:

A method for supporting an application workload (job request from client system 200 in figure 2) using a resource at a remote domain (the external grid is equivalent to applicant's remote domain)(virtual resource 160 in figure 2)(allocating additional resources to a job submitted to a first selection of resources in a grid environment, see, e.g., col. 3, lines 25-36), the method comprising:

monitoring execution of the application workload to determine whether a threshold performance requirement of a service level agreement is met (the grid manager or router includes a resource monitor that monitors the performance of a first selection of resources to which a first job is submitted, see, e.g., col. 3, lines 37-43)(quality of service specifications may be designated by **service level objectives and agreements** for a particular client, group of clients, or type of service plan, see, e.g., col. 3, lines 56-63);

responsive to a determination that the threshold performance requirement of the service level agreement is not met, sending a request for a resource (not meeting performance requirements for a job from client system, then additional resources may be allocated including other resources from external grids, see, e.g., col. 10, lines 1-9); and

allocating the resource according to the service level agreement (if the resources handling a job do not meet performance specifications, then additional resources may be allocated to the virtual organization of resources formed to process the job. These performance specifications may include quality of service specifications compiled from service level objects and agreements, see, e.g., col. 10, lines 29-43).

Fellenstein does not teach of the counter offer from the remote domain specifying a resource differing from the requested resource and allocating based on the counter offer.

Jackson teaches as follows:

The master device determines if such requests can be permitted. If such requests cannot be permitted, then the process repeats to continue negotiation. The slave device (resource requestor) then may reduce its various requested requirements. In some embodiments, the master device (resource provider, equivalent to applicant's remote domain) may suggest modifications (equivalent to applicant's counter offer) to the resource requests that would be permitted (see, e.g., col. 8, lines 11-19).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein with Jackson to include a negotiation between the resource requester and the resource provider as taught by Jackson in order to provide the requested resource with current available resource by suggesting modifications to the resource requests.

Regarding claim 35, Fellenstein teaches as follows:

A first application workload executes on a first server cluster (GM 504 in figure 5) having a first domain (local grid) and the remote domain (GM510 or GM 520 in figure 5) includes a second domain (grid A or grid B in figure 5) having a second server cluster running a second application workload further comprising:

monitoring execution of the first application workload to determine whether the performance requirements for execution of the first application workload specified in the service level agreement will continue to be met (not meeting performance requirements for a job from client system, then additional resources may be allocated including other resources from external grids, see, e.g., col. 10, lines 1-9); and

responsive to a determination that the performance requirements for execution of

the first application workload will not continue to be met, sending a request to the second domain to assign one or more of the plurality of server nodes in the second server cluster at the second domain to the execution of the first application workload (if not meeting the performance requirement, then additional resources may be allocated including other resources from external grids, see, e.g., col. 10, lines 1-9).

Regarding claims 45-48, Fellenstein teaches multiple computer systems managed to provide resources (see, e.g., col. 4, line 65 to col. 5, line 51 and 100 in figure 1), which are capable of running any applications including stock trades as a transaction application and optimization of a stock portfolio as a parallel application.

Regarding claim 54, Fellenstein teaches as follows:

Monitoring one or more of a transaction rate, a transaction response time, availability of a server node, and utilization of a server node (the resource monitor execute performance check that surveys the performance of available resources, see, e.g., col. 11, lines 58-67).

Regarding claim 68, Fellenstein teaches as follows:

Wherein the steps of monitoring execution of the application workload, sending the request for the resource (client system sends a job request to GM 504. GM 504 searches for resources available to handle the job specified in the job request, see, e.g., col. 9, lines 61-63).

Jackson teaches the counter offer as presented above in claim 64.

Therefore, it is rejected for similar reason as presented above in claim 64.

7. Claims 38 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661), and further in view of Chen et al. (hereinafter Chen)(U.S. Pub. No. 2003/0009580).

Regarding claim 38, Fellenstein in view of Jackson teaches all limitations as presented above except for denying the request based on the server level agreement.

Chen teaches as follows:

SLA negotiation and assignment, wherein after validating the service availability, the SLA server creates and accepts the SLA creation request (see, e.g., paragraph [0077]-[0081]).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson with Chen to include denying the SLA request in order to provide a requested server whenever the service is available.

8. Claims 39-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661) and Barsness et al. (hereinafter Barsness)(U.S. Patent No. 7,379,884), and further in view of D'Ippolito et al. (hereinafter D'Ippolito)(U.S. Patent No. 7,107,496).



Regarding claim 39, Fellenstein does not teach of specifying a number of nodes requested, a time duration for which the requested nodes are needed, and a monetary value associated with the request.

Barsness teaches as follows;

A number of nodes requested (estimates the resources that are needed to complete the request within the required completion time, see, e.g., col. 9, lines 1-5);  
and

a time duration requested (required completion time for the request in the customer's service contract, see, e.g., col. 7, lines 9-13).

It would have been obvious for one of ordinary skill in the art at the time of the invention to combine Fellenstein in view of Jackson with Barsness in order to efficiently assign available resources in the grid environment based on the requested job characteristics.

Fellenstein in view of Jackson and Barsness does not teach the monetary penalty amount specified in the service level agreement.

D'Ippolito teaches as follows:

The service violation data unit includes an agreed field for identifying the agreed performance to be provided under the metric according to the service level agreement, a penalty/impact field (116 in figure 8) for identifying the cost associated with failure to meet the agreed performance under the metric (see, e.g., col. 7, lines 26-52), wherein the penalty/impact field is equivalent to applicant's monetary penalty amount specified by a server level agreement (see, e.g., penalty/impact field in figure 2B).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson and Barsness with D'Ippolito to include the penalty/impact field in the SLA as taught by D'Ippolito in order to economically allocate resource based on the penalties associated with the problems.

Regarding claims 40 and 41, Barsness teaches of specifying a number of nodes requested, a time duration for which the requested nodes are needed.

Jackson teaches the counter offer (If such requests cannot be permitted, then the process repeats to continue negotiation. The slave device then may reduce its various requested requirements. In some embodiments, the master device may suggest modifications (equivalent to applicant's counter offer) to the resource requests that would be permitted, see, e.g., col. 8, lines 11-19).

D'Ippolito teaches the monetary value (the penalty/impact field is equivalent to applicant's monetary penalty amount specified by a server level agreement, see, e.g., penalty/impact field in figure 2B).

Therefore, they are rejected for similar reason as presented above in claim 39.

9. Claim 42 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661) and Barsness et al. (hereinafter Barsness)(U.S. Patent No. 7,379,884), and further in view of Chen et al. (hereinafter Chen)(U.S. Pub. No. 2003/0009580).

Regarding claim 42, Fellenstein in view of Jackson and Barsness teaches all limitations as presented above except for denying the request based on the server level agreement.

Chen teaches as follows:

SLA negotiation and assignment, wherein after validating the service availability, the SLA server creates and accepts the SLA creation request (see, e.g., paragraph [0077]-[0081]).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson and Barsness with Chen to include denying the SLA request in order to provide a requested server whenever the service is available.

10. Claims 44 and 67 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661), and further in view of D'Ippolito et al. (hereinafter D'Ippolito)(U.S. Patent No. 7,107,496).

Regarding claim 44, Fellenstein in view of Jackson teaches all limitations except for the monetary penalty amount specified in the service level agreement.

D'Ippolito teaches as follows:

The service violation data unit includes an agreed field for identifying the agreed performance to be provided under the metric according to the service level agreement, a penalty/impact field (116 in figure 8) for identifying the cost associated with failure to

meet the agreed performance under the metric (see, e.g., col. 7, lines 26-52), wherein the penalty/impact field is equivalent to applicant's monetary penalty amount specified by a server level agreement (see, e.g., penalty/impact field in figure 2B).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson with D'Ippolito to include the penalty/impact field in the SLA as taught by D'Ippolito in order to economically allocate resource based on the penalties associated with the problems.

Regarding claim 67, Fellenstein in view of Jackson teaches all limitations except for the monetary penalty amount specified in the service level agreement.

D'Ippolito teaches as follows:

The service violation data unit includes an agreed field for identifying the agreed performance to be provided under the metric according to the service level agreement, a penalty/impact field (116 in figure 8) for identifying the cost associated with failure to meet the agreed performance under the metric (see, e.g., col. 7, lines 26-52), wherein the penalty/impact field is equivalent to applicant's monetary penalty amount specified by a server level agreement (see, e.g., penalty/impact field in figure 2B).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson with D'Ippolito to include the penalty/impact field in the SLA as taught by D'Ippolito in order to economically allocate resource based on the penalties associated with the problems.

11. Claims 49-52 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661), and further in view of Ellesson et al. (hereinafter Ellesson)(U.S. Patent No. 6,459,682).

Regarding claims 49-52, Fellenstein teaches as follows:

Performance specification (equivalent to applicant's performance requirement) including quality of service specifications compiled from service level objects and agreements (see, e.g., col. 10, lines 38-43); and

a grid environment provides resources with a particular level of service including response time, throughput, availability, security, and the co-allocation of multiple resource types to meet complex user demands, see, e.g., col. 2, lines 31-38).

Fellenstein in view of Jackson does not teach of specifying SLA including throughput, response time, availability, and downtime.

Ellesson teaches the well known SLA including the claimed limitations (see, e.g., col. 1, lines 37-55).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson with Ellesson in order to efficiently monitor the performance of a network as measured against multiple SLA agreements.

12. Claims 58-60 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661) and D'Ippolito et al. (hereinafter

D'Ippolito)(U.S. Patent No. 7,107,496), and further in view of Patel et al. (hereinafter Patel)(U.S. Patent No. 7,043,225).

Regarding claims 58-60, Fellenstein teaches of receiving from the remote domain an acceptance of the request (a grid resource (applicant's remote domain) is added at 740 in figure 7B, see, e.g., col. 13, lines 7-23) in accordance with the monetary value (decision controller 614 in figure 6 determines resource options to meet performance specification designated for the job request, see, e.g., col. 10, lines 60-67).

D'Ippolito teaches the monetary value (the penalty/impact field is equivalent to applicant's monetary penalty amount specified by a server level agreement, see, e.g., penalty/impact field in figure 2B).

Fellenstein in view of Jackson and D'Ippolito does not teach of determining minimum acceptable payment amount.

Patel teaches as follows:

Receiving the acceptance in accordance with a comparison of the monetary value and a minimum acceptable payment amount (the resource manager determines pricing from the pricing manager and the resource manager generates response based on the pricing information, see, e.g., col. 11, lines 33-48);

wherein the minimum acceptable payment amount (interpreted as the price offered from the resource manager) is determined in accordance with a determination of the value of processing operations performed at the remote location (the offered price from the resource manager is for the specified level of wireless resources, see, e.g., col. 8, lines 48-56); and

the value of processing operations performed at the remote location is determined in accordance with a service level agreement of the remote location (the SLA includes price parameters and service type parameters. The service type parameters include different class or quality of service (QoS) types such as gold, silver, bronze, premium, assured, and best efforts, see, e.g., col. 6, lines 22-42).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson and D'Ippolito with Patel in order to efficiently monitor the performance of a network as measured against multiple SLA agreements.

13. Claims 61 and 62 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Barsness et al. (hereinafter Barsness)(U.S. Patent No. 7,379,884), and further in view of D'Ippolito et al. (hereinafter D'Ippolito)(U.S. Patent No. 7,107,496).

Regarding claims 61 and 62, Fellenstein teaches as follows:

A method for supporting an application workload (job request from client system 200 in figure 2) using a resource at a remote domain (virtual resource 160 in figure 2) remote from the local cluster (allocating additional resources to a job submitted to a first selection of resources in a grid environment, see, e.g., col. 3, lines 25-36), the method comprising:

assigning a subset of a plurality of server nodes to execute the application

workload (grid management system controls distribution of each job to a selection computing systems of virtual resource, see, e.g., col. 7, lines 23-27);

executing the application workload on the assigned subset of the plurality of server nodes (virtual resource handles the request and returns the result, see, e.g., col. 7, lines 28-31);

monitoring execution of the application workload to determine whether a threshold of a performance requirement is met (not meeting performance requirements for a job from client system, then additional resources may be allocated including other resources from external grids, see, e.g., col. 10, lines 1-9);

responsive to a determination that the threshold of the performance requirement is not being met sending a request for at least one server node at the remote domain (if not meeting the performance requirement, then additional resources may be allocated including other resources from external grids, see, e.g., col. 10, lines 1-9);

receiving from the remote domain an acceptance of the request (a grid resource (applicant's remote domain) is added at 740 in figure 7B, see, e.g., col. 13, lines 7-23) in accordance with the monetary value (decision controller 614 in figure 6 determines resource options to meet performance specification designated for the job request, see, e.g., col. 10, lines 60-67); and

allocating the at least one server node in accordance with performance specifications included in the service level objects and agreements (if the resources handling a job do not meet performance specifications, then additional resources may be allocated to the virtual organization of resources formed to process the job. These



performance specifications may include quality of service specifications compiled from service level objects and agreements, see, e.g., col. 10, lines 29-43).

Fellenstein does not teach of specifying a number of nodes requested, a time duration for which the requested nodes are needed, and a monetary value associated with the request.

Barsness teaches as follows;

A number of nodes requested (estimates the resources that are needed to complete the request within the required completion time, see, e.g., col. 9, lines 1-5); and

a time duration requested (required completion time for the request in the customer's service contract, see, e.g., col. 7, lines 9-13).

It would have been obvious for one of ordinary skill in the art at the time of the invention to combine Fellenstein with Barsness in order to efficiently assign available resources in the grid environment based on the requested job characteristics.

Fellenstein in view of Barsness does not teach of the monetary penalty amount specified by a service level agreement.

D'Ippolito teaches as follows:

The service violation data unit includes an agreed field for identifying the agreed performance to be provided under the metric according to the service level agreement, a penalty/impact field (116 in figure 8) for identifying the cost associated with failure to meet the agreed performance under the metric (see, e.g., col. 7, lines 26-52), wherein

the penalty/impact field is equivalent to applicant's monetary penalty amount specified by a server level agreement (see, e.g., penalty/impact field in figure 2B).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Barsness with D'Ippolito to include the penalty/impact field in the SLA as taught by D'Ippolito in order to economically allocate resource based on the penalties associated with the problems.

14. Claims 65 and 66 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fellenstein et al. (hereinafter Fellenstein)(U.S. Patent No. 7,406,691) in view of Jackson et al. (hereinafter Jackson)(U.S. Patent No. 7,330,661), and further in view of Barsness et al. (hereinafter Barsness)(U.S. Patent No. 7,379,884).

Regarding claims 65 and 66, Fellenstein in view of Jackson does not teach of specifying a number of nodes requested and a time duration for which the requested nodes are needed.

Barsness teaches as follows;

A number of nodes requested (estimates the resources that are needed to complete the request within the required completion time, see, e.g., col. 9, lines 1-5);  
and

a time duration requested (required completion time for the request in the customer's service contract, see, e.g., col. 7, lines 9-13).

It would have been obvious for one of ordinary skill in the art at the time of the invention to modify Fellenstein in view of Jackson with Barsness in order to efficiently

assign available resources in the grid environment based on the requested job characteristics.

### ***Response to Arguments***

15. Applicant's arguments with respect to claims 35, 38-42, 44-52, 54, 58-62, and 64-68 have been considered but are moot in view of the new ground(s) of rejection.

### ***Conclusion***

16. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jeong S. Park whose telephone number is (571)270-1597. The examiner can normally be reached on Monday through Friday 9:00 - 5:30 EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph E. Avellino can be reached on 571-272-3905. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/J. S. P./  
Examiner, Art Unit 2454

April 27, 2011

/Larry Donaghue/  
Primary Examiner, Art Unit 2454